

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH DAKOTA  
SOUTHERN DIVISION

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MARIA CORAZON MARGALLO-GANS,

Plaintiff,

vs.

ROBERT FARRELL; ANGELITA  
FARRELL; AFO of OACOMA, INC. d/b/a  
COMFORT INN & SUITES HOTEL; and  
CHOICE HOTELS INTERNATIONAL, INC.,

Defendants.

CIV. 09-4026

**SEPARATE ANSWER OF DEFENDANT  
CHOICE HOTELS INTERNATIONAL,  
INC. TO PLAINTIFF'S AMENDED  
COMPLAINT**

Comes now, one of the above-named Defendants, Choice Hotels International, Inc. (“Choice Hotels”), by and through its counsel of record, and for its Separate Answer to Plaintiff’s Amended Complaint, states and alleges as follows:

1. Defendant Choice Hotels denies each and every matter, allegation, and thing alleged in Plaintiff’s Amended Complaint except as specifically admitted or qualified herein.
2. Defendant Choice Hotels is without sufficient knowledge or information to either admit or deny the allegations contained in Paragraph 1 of the Amended Complaint.
3. Defendant Choice Hotels admits the allegations contained in Paragraphs 2, 3, 4, and 5 of the Amended Complaint.
4. Defendant Choice Hotels is without sufficient knowledge or information to either admit or deny the allegations set forth in Paragraphs 9 through 38 of the Amended Complaint and remits Plaintiff to her strict proof thereof.
5. Responding to Paragraph 39 of the Amended Complaint, Defendant Choice Hotels admits that Robert and Angelita Farrell were indicted and convicted in federal court of

various charges, including violations of 18 U.S.C. § 1581 (peonage), and 18 U.S.C. § 1592(a)(1), and (2) (document servitude), but Choice Hotels denies the remaining allegations in Paragraph 39 of the Amended Complaint.

6. Defendants Choice Hotels is without sufficient knowledge or information to either admit or deny the allegations set forth in Paragraph 40 of the Amended Complaint.

7. Defendant Choice Hotels admits the allegations contained in Paragraphs 41 and 42 of the Amended Complaint.

8. Defendant Choice Hotels does not have sufficient knowledge or information to respond to the allegations set forth in Paragraph 43 of the Amended Complaint.

9. Defendant Choice Hotels denies the allegations set forth in Paragraph 44 of the Amended Complaint.

10. The allegations set forth in Count I of the Amended Complaint, Paragraphs 45 through 53, are not directed at Defendant Choice Hotels. To the extent a response to these paragraphs is required on behalf of Defendant Choice Hotels, Defendant Choice Hotels is without sufficient knowledge or information to either admit or deny the allegations and remits Plaintiff to her strict proof thereof.

11. The allegations set forth in Count II of the Amended Complaint, Paragraphs 54 through 61, are not directed at Defendant Choice Hotels. To the extent a response to these paragraphs is required on behalf of Defendant Choice Hotels, Defendant Choice Hotels is without sufficient knowledge or information to either admit or deny the allegations and remits Plaintiff to her strict proof thereof.

12. The allegations set forth in Count III of the Amended Complaint, Paragraphs 62 through 69, are not directed at Defendant Choice Hotels. To the extent a response to these

paragraphs is required on behalf of Defendant Choice Hotels, Defendant Choice Hotels is without sufficient knowledge or information to either admit or deny the allegations and remits Plaintiff to her strict proof thereof.

13. The allegations set forth in Count IV of the Amended Complaint, Paragraphs 70 through 75, are not directed at Defendant Choice Hotels. To the extent a response to these paragraphs is required on behalf of Defendant Choice Hotels, Defendant Choice Hotels is without sufficient knowledge or information to either admit or deny the allegations and remits Plaintiff to her strict proof thereof.

14. The allegations set forth in Count V of the Amended Complaint, Paragraphs 76 through 82, are not directed at Defendant Choice Hotels. To the extent a response to these paragraphs is required on behalf of Defendant Choice Hotels, Defendant Choice Hotels is without sufficient knowledge or information to either admit or deny the allegations and remits Plaintiff to her strict proof thereof.

15. Defendant Choice Hotels admits the allegations set forth in Paragraph 84 of the Amended Complaint.

16. Defendant Choice Hotels denies the allegations set forth in Paragraphs 85, 86, and 87 of the Amended Complaint.

17. Responding to Paragraph 88 of the Amended Complaint, Defendant Choice Hotels denies that it is liable to Plaintiff for any injuries that Plaintiff may have suffered as a result of the conduct of Defendants Robert and Angelita Farrell. Choice Hotels is without sufficient knowledge or information to either admit or deny the remaining allegations in Paragraph 88.

18. Defendant Choice Hotels denies the allegations set forth in Paragraphs 90 and 91 of the Amended Complaint.

19. Responding to Paragraph 92 of the Amended Complaint, Defendant Choice Hotels specifically denies that it owed any duty to Plaintiff which has been breached and further denies that it is liable for any injury Plaintiff may have sustained as a result of the conduct of Defendants Robert and Angelita Farrell. Choice Hotels is without sufficient knowledge or information to either admit or deny the remaining allegations in Paragraph 92.

20. The allegations set forth in Count VIII of the Amended Complaint, Paragraphs 93 through 96, are not directed at Defendant Choice Hotels. To the extent a response to these paragraphs is required on behalf of Defendant Choice Hotels, Defendant Choice Hotels is without sufficient knowledge or information to either admit or deny the allegations and remits Plaintiff to her strict proof thereof.

21. Affirmatively responding, Defendant Choice Hotels affirmatively asserts that Counts VI and VII of the Amended Complaint fail to state a claim upon which relief can be granted as to this Defendant.

WHEREFORE, Defendant Choice Hotels respectfully requests that the Plaintiff's Amended Complaint against this Defendant be dismissed in its entirety with prejudice and that this Defendant recover its costs and disbursements herein together with such other and further relief as the Court may deem just and proper in the premises.

Dated at Sioux Falls, South Dakota, this 23<sup>rd</sup> day of October, 2009.

DAVENPORT, EVANS, HURWITZ &  
SMITH, L.L.P.

*/s/ Melissa C. Hinton*

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*Attorneys for Defendant Choice Hotels  
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**DEMAND FOR JURY TRIAL**

Defendant Choice Hotels International, Inc. requests a trial by jury on all questions of fact.

*/s/ Melissa C. Hinton*

**CERTIFICATE OF SERVICE**

The undersigned, one of the attorneys for Defendant Choice Hotels International, Inc. hereby certifies that a true and correct copy of the foregoing "Separate Answer of Defendant Choice Hotels International, Inc. to Plaintiff's Amended Complaint" was served by electronic filing upon:

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*Attorneys for Defendants Robert Farrell and Angelita Farrell*

on this 23<sup>rd</sup> day of October, 2009.

/s/ Melissa C. Hinton